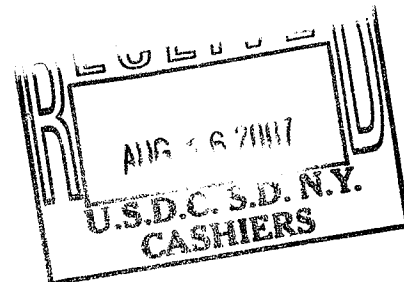


JUDGE BAER

COZEN O'CONNOR
45 Broadway Atrium
16th Floor
New York, New York 10006-3792
Tel: (212) 509-9400
Fax: (212) 509-9492
DAVID Y. LOH (DL 0460)

Attorneys for Plaintiffs
AIR-CITY, INC. and
AIR-CITY (CHINA) CO., LTD.
(Our File No.: 209893)



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

07 CV 7315

-----X

AIR-CITY, INC. and
AIR-CITY (CHINA) CO., LTD.;

07 Civ. ()

Plaintiffs,

-against-

VERIFIED COMPLAINT

BROOKS FITCH APPAREL GROUP;
BROOKS FITCH APPAREL GROUP,
LLC; BROOKS FITCH HOLDINGS,
LLC and ELI SAFDIEH;

Defendants.

-----X

Plaintiffs AIR-CITY, INC. and AIR-CITY (CHINA) CO., LTD., by their attorneys,
COZEN O'CONNOR, allege upon information and belief, as follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
Federal Rules of Civil Procedure, and the Ocean Shipping Reform Act of 1999, 46 U.S.C. App.
Section 1701, *et seq.*

2. At all times hereinafter mentioned, plaintiff AIR-CITY, INC. was and still is a New York corporation with a principal place of business located at 153-63 Rockaway Blvd., Jamaica, New York 11434.

3. At all times hereinafter, plaintiff AIR-CITY (CHINA) CO., LTD. is a foreign corporation organized under the laws of the People's Republic of China, with a principal place of business located at Rm. 803, Mingshi Fortune Center, No. 20A Gangwan Street, Zhongshan District, Dalian, PRC, PC 116001.

4. At all times hereinafter mentioned, Defendants had and now have the legal status and offices and places of business stated in Schedule "A."

5. On or about the dates and at the port of destination stated in Schedule "B," defendants hired plaintiffs to deliver to Defendants the shipments described in Schedule "B" then being in good order and condition, and Defendants then and there accepted said shipments so delivered to them, and in consideration of certain agreed charges thereupon paid or agreed to be paid, agreed to transport, store and retain the said shipments to the port of destination stated in Schedule "B," and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignees named in Schedule "B."

6. Thereafter, at the port of destination, defendants accepted delivery of the shipments, and acknowledged receipt in good order and condition.

7. Plaintiffs have performed all acts required to be performed by plaintiffs.

8. Defendants have failed and refused and continue to fail and refuse to remit payment of \$45,743.40.

9. By reason of the foregoing, plaintiffs have sustained damages in the amount of \$45,743.40 which, although duly demanded, has not been paid.

WHEREFORE, Plaintiffs request:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;

2. That if Defendants cannot be found within this District, then all their property within this District as shall be described in Schedule "B," be attached in the sum of \$45,743.40, with interest thereon and costs, the sum sued for in this Complaint;

3. That Judgment may be entered in favor of Plaintiffs against Defendants for the amount of Plaintiffs' damages, together with interest and costs and the disbursements of this action;

4. That process in due form of law according to the practice of this Court may issue against the said Defendants, and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court will be pleased to pronounce judgment in favor of Plaintiffs for their damages as aforesaid, with interest, costs and disbursements, and that the said vessels may be condemned and sold to pay therefor; and

5. That this Court will grant to Plaintiffs such other and further relief as may be just and proper.

Dated: New York, New York
August 10, 2007

COZEN O'CONNOR
Attorneys for Plaintiffs
Air-City, Inc. and Air-City (China) Co., Ltd.

By: 

David Y. Loh (DL 0460)
45 Broadway Atrium - 16th Floor
New York, New York 10006-3792
Tel: (212) 509-9400
Fax: (212) 509-9492
File No.: 209893

SCHEDULE A

**Defendants' Legal Status and
Office and Place of Business:**

Defendant, BROOKS FITCH APPAREL GROUP, was and now is a corporation or otherwise entity organized and existing under and by the virtue of the laws of New York, and is registered to do business in the State of New York, with a principal office and place of business located at 1370 Broadway, Suite 1200, New York, New York 10018.

Defendant, BROOKS FITCH APPAREL GROUP, LLC, was and now is a corporation or otherwise entity organized and existing under and by the virtue of the laws of New York, and is registered to do business in the State of New York, with a principal office and place of business located at 1370 Broadway, Suite 1100, New York, New York 10018.

Defendant, BROOK FITCH HOLDINGS, LLC was and now is a corporation or otherwise entity organized and existing under and by the virtue of the laws of New York, with a principal office and place of business located at 1370 Broadway, Suite 1200, New York, New York 10018.

Defendant, ELI SAFDIEH, at all relevant times, is an individual who resides at 1370 Broadway, Suite 1200, New York, New York 10018.

SCHEDULE B

I. PARTICULARS

- A. Bill of Lading No. ABL016177 dated January 17, 2007 from Yantian, China to Los Angeles, California on Motor Vessel COSCO SHENZHEN, one (1) container No. UXXU4292362 said to contain 3333 cartons of wearing apparel, annexed hereto as Exh. "B".
- B. Bill of Lading No. ACTAO07011 dated January 10, 2007 from Qingdao, China to Long Beach, California on Motor Vessel NORTHERN DIVINITY, one (1) container No. NYKU8276340 said to contain 1200 cartons of wearing apparel, annexed hereto as Exh. "C".
- C. Bill of Lading No. ACTAO07053 dated January 30, 2007 from Qingdao, China to Long Beach, California on Motor Vessel HANSA AFRICA, one (1) container No. NYKU6319340 said to contain 1185 cartons of wearing apparel, annexed hereto as Exh. "D".
- D. Bill of Lading No. ABL016410 dated February 5, 2007 from Yantian, China to Los Angeles, California on Motor Vessel COSCO LONG BEACH, one (1) container no. GVCU2053429 said to contain 1035 cartons of wearing apparel, annexed hereto as Exh. "E".
- E. Bill of Lading No. DAL0702038 dated February 4, 2007 from Dalian, China to Los Angeles, California on Motor Vessel XIN NING BO, one (1) container No. CCLU4390017 said to contain 1000 cartons of wearing apparel, annexed hereto as Exh. "F".
- F. Bill of Lading No. ACTAO07081 dated February 18, 2007 from Qingdao, China to Long Beach, California, one (1) container no. TRIU5726160 said to contain 2400 cartons of wearing apparel, annexed hereto as Exh. "G".
- G. Bill of Lading No. ACYFDAL0702042 dated February 11, 2007 from Dalian, China to New York, New York on Motor Vessel QI YUN HE, two (2) containers No. TGHU4575654 and TRLU6147758, said to contain 3452 cartons of wearing apparel, annexed hereto as Exh. "H".
- H. Bill of Lading No. ACGZ0701092 dated February 16, 2007 from Yantian, China to New York, New York on Motor Vessel CSCL SYDNEY, two (2) containers No. CCLU9928867 and CCLU9926756 said to contain 3000 cartons, annexed hereto as Exh. "I".
- I. Bill of Lading No. ACGZ0702085B dated March 8, 2007 from Yantian, China to Los Angeles, California on Motor Vessel CMA CGM HUGO, one (1) container No. MEDU1527771 said to contain 800 cartons of wearing apparel, annexed hereto as Exh. "J".

J. Bill of Lading No. ACGZ0702085C dated March 8, 2007 from Yantian, China to Los Angeles, California on Motor Vessel CMA CGM HUGO, one (1) container No. TPUH4632135 said to contain 2400 cartons of wearing apparel, annexed hereto as Exh. "K".

K. Bill of Lading No. ACGZ0702085D dated March 8, 2007 from Yantian, China to Los Angeles, California on Motor Vessel CMA CGM HUGO, one (1) container No. PRSU4077247 said to contain 2000 cartons of wearing apparel, annexed hereto as Exh. "L".

L. Bill of Lading No. ACGZ0702085A dated March 8, 2007 from Yantian, China to Los Angeles, California on Motor Vessel CMA CGM HUGO, one (1) container No. ICSU1891063 said to contain 2400 cartons of wearing apparel, annexed hereto as Exh. "M".

M. Bill of Lading No. ACGZ0703006A dated March 16, 2007 from Yantian, China to Los Angeles, California on Motor Vessel MSC KENYA, one (1) container No. GATU0800701 said to contain 800 cartons of wearing apparel, annexed hereto as Exh. "N".

N. Bill of Lading No. ACGZ0703023 dated March 12, 2007 from Yantian, China to Los Angeles, California on Motor Vessel MOL PARTNER, one (1) container said to contain 550 cartons of wearing apparel, annexed hereto as Exhibit "O".

II. TOTAL AMOUNT DUE: \$45,743.40, see breakdown annexed hereto as Exhibit "A".

VERIFICATION


STATE OF NEW YORK)
 : S.S.:
COUNTY OF QUEENS)

RONNIE SHUM, being duly sworn, deposes and says:

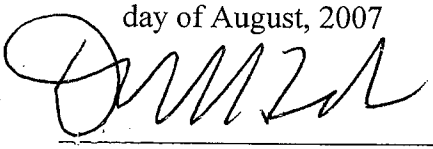
That he is the president of AIR-CITY, INC. and is familiar with all of the facts and circumstances leading up to the dispute herein.

That he has read the foregoing Verified Complaint and knows the contents thereof and that the same is true to his own knowledge, except as to the matters therein stated to be alleged on information and belief and as to those matters, he believes them to be true.

Deponent further says that the sources of his information and the grounds for his belief as to all matters therein stated to be alleged on information and belief, are derived from documents, records, correspondence and memoranda of Plaintiff concerning the matters set forth in the Verified Complaint in the possession of deponent.



Ronnie Shum

Sworn to before me this 14th
day of August, 2007


Notary Public

DAVID Y. LOH
Notary Public, State of New York
No. 02LO5032124
Qualified in New York County
Commission Expires Aug. 22, _____

Oct. 12 2010

EXHIBIT “A”

STATEMENT

Air City Inc.
153-63 Rockaway Blvd
Jamaica NY 11434

(718) 949-2900 Ext. 0000

Date:	7/23/2007
Account:	BROOK
Amount Paid:	

BROOK FITCH APPAREL GROUP
ELI SAFDIEH
1370 BROADWAY
12TH FLR
NEW YORK NY 10018
(212) 971-4681 Ext. 0000

Payment Terms:

Deposits Received: \$0.00

Please return this portion with your payment

Document No.	Date	Code	Description	INVOICE #	Amount	Balance
V022289	1/22/2007	SLS	AC-00018329	ABL016177	\$2,200.00	\$2,200.00
V022403	1/23/2007	SLS	AC-00018390	ACTAO07011	\$2,400.00	\$4,600.00
V023080	2/6/2007	SLS	AC-00018941	ACTAO07053	\$2,300.00	\$6,900.00
V023515	2/13/2007	SLS	AC-00019275	ABL016410	\$1,700.00	\$8,600.00
V023613	2/15/2007	SLS	AC-00019356	DAL0702038	\$2,050.00	\$10,650.00
V023976	2/27/2007	SLS	AC-00019629	ACTAO07081	\$4,600.00	\$15,250.00
V024101	3/1/2007	SLS	AC-00019734	ACYFDAL0702042	\$9,300.00	\$24,550.00
V024221	3/6/2007	SLS	AC-00019827	ACGZ0701092	\$9,750.00	\$34,300.00
V024467	3/13/2007	SLS	AC-00019980	ACGZ0702085B	\$1,700.00	\$36,000.00
V024468	3/13/2007	SLS	AC-00019982	ACGZ0702085C	\$2,200.00	\$38,200.00
V024469	3/13/2007	SLS	AC-00019983	ACGZ0702085D	\$2,200.00	\$40,400.00
V024466	3/13/2007	SLS	AC-00019979	ACGZ0702085A	\$2,200.00	\$42,600.00
V024700	3/20/2007	SLS	AC-00020193	ACGZ0703023	\$478.40	\$43,078.40
V025204	4/2/2007	SLS	AC-00020593	ACGZ0703006	\$2,665.00	\$45,743.40
					Amount Due:	\$45,743.40

Current	31 - 60 Days	61 - 90 Days	91 and Over			
\$0.00	\$0.00	\$0.00	\$45,743.40	\$0.00	\$0.00	\$0.00

Codes: SLS = Sales / Invoices
SCH = Scheduled Payments

FIN = Finance Charges
SVC = Service / Repairs

CR = Credit Memos
RTN = Returns

EXHIBIT “B”

COPY

AIR CITY INC.

BILL OF LADING

Shipper/Consignee PIRA COMPANY O/B FOSHAN SHENGDA ECONOMY COMMERCE LTD. 6/F, NO. 1 NEW PULAN ROAD FOSHAN, GUANGDONG, CHINA		Booking No. 070111LAX0010	BL No. ABL016177
To the Order of SHIPPER		Forwarding Agent/Reference AIR-CITY INC 153-63 ROCKAWAY BLVD., SUITE 200, JAMAICA, NEW YORK 11434, U.S.A. TEL: 718-949-2900	
Notify Party BROOKS FITCH APPAREL GROUP 1370 BROADWAY SUITE 1100 NEW YORK, N.Y. 10018, USA TEL: (212) 239-1536		Domestic Routing/Export Instructions	
Place of Receipt YANTIAN		Onward Inland Routing	
Exporting Carrier (Vessel) 025E COSCO SHENZHEN	Port of Loading YANTIAN	Onward Inland Routing	
Port of Discharge LONG BEACH	Place of Delivery LOS ANGELES	Onward Inland Routing	

Particulars Furnished By Shipper

Marks and Numbers	No. of Pkgs.	Description of Packages and Goods	Gross Weight	Measurement
3333	3333 CARTONS	FREIGHT COLLECT CYCY	7382 KGS	57 CBM
		SHIPPER'S LOAD & COUNT & SEALED	7382 KGS	57 CBM
		(40'x8'6" CYCY) XXXXXXXXXXXXXXXXXXXX		
		3333 CARTONS / 7382 KGS / 57 CBM		

UJOU44292362 / T00128

** ALL DETAILS AS PER ATTACHED LIST **

TOTAL ONE (1 X 40') CONTAINER ONLY

Subject further to the conditions of the vessel's Bill of Lading covering this shipment.

These commodities licensed by U.S. for ultimate destination

Diversion contrary to U.S. law prohibited

THIS BILL OF LADING SUBJECT TO ALL THE STIPULATIONS, AGREEMENTS AND CONDITIONS HEREON SET FORTH ON BOTH SIDES HEREOF. RECEIVED from the shipper herein named, the goods or packages said to contain goods herein mentioned, in apparent good order and conditions unless otherwise indicated, to be transported and delivered or trans-shipped on the terms herein stated and incorporated. All particulars herein mentioned of the goods except only the number of the packages, are those declared by the shipper and are unknown to the carrier and shall not constitute, as against the carrier, any part of the carrier's description of the goods but shall be deemed only representations of the shipper except as may be otherwise provided by law.

IN WITNESS WHEREOF, the carrier has signed **THREE** Bills of Lading, all of this tenor, and date one of which being accomplished, the others to stand void.

Place & Date of issue HONG KONG 17 JAN, 2007
 Loaded on Board YANTIAN 17 JAN, 2007

Freight Charged On	Rate	Per	Freight
AS ARRANGED			
Tolls or Warpage			
Handling			
Freight Payable			

Remarks:

- All business transactions of our Company are subject to the Standard Trading Conditions which are available upon request.